CONTRACT #7 RFS # 329.01-001

Department of Correction

VENDOR: Correctional Medical Services



STATE OF TENNESSEE DEPARTMENT OF CORRECTION 4TH FLOOR RACHEL JACKSON BLDG. 320 SIXTH AVENUE NORTH NASHVILLE, TENNESSEE 37243-0465

April 20, 2005

RECEIVED

APR 2 0 7005

Leni S. Chick, Fiscal Analyst Tennessee General Assembly Fiscal Review Committee Staff 8th. Floor, Rachel Jackson Building Nashville, Tennessee 37243-0057

FISCAL REVIEW

Dear Ms. Chick:

The Department of Correction requests approval for a non-competitive amendment to the contract between the Department of Correction and Correctional Medical Services (CMS), FA-02-14548-07. This letter details information required pursuant to your memorandum of January 28, 2005.

This amendment would extend the contract for the final extension to cover the period of July 1, 2005 through December 31, 2005. This will allow time to revise and issue the RFP for Inmate Medical Services and have a new contract in place by January 1, 2006. The RFP was substantially complete and was expected to be issued on February 18, 2005 but was held up pending the passage of legislation that will allow the department to establish state positions to hire Community Service Agency (CSA) employees who are currently providing medical services at three institutions.

Since the current contract is set to expire on June 30, 2005 and we do not have time to secure a new contract, it is in the best interest of the State to extend this contract for the final six months.

Thank you for your consideration of this matter. If you have questions or need additional information, please let me know.

Sincerely,

Catherine Posey

Assistant Commissioner, Administrative Services

REQUEST: NON-COMPETITIVE AMENDMENT

APPROVED

		•		•						
			Commissioner of Finance & Administration							
•			Da	Date:						
A REQUEST (CAN NOT E	s below indicates specific infor BE CONSIDERED IF INFORMATI CH OF THE REQUIREMENTS IN	ON PROVIDED	ust be individually detailed or addi DIS INCOMPLETE, NON-RESPONS AS REQUIRED.	ressed <u>as required</u> . IVE, OR DOES NOT					
RFS # 329.01-001										
STATE AGENCY	NAME:	Department of Correction								
SERVICE CAPTIO	ON :	Inmate Medical Services								
CONTRACT#		FA-02-14548-00		PROPOSED AMENDMENT #	Eight					
CONTRACTOR:		Correctional Medical Service	es							
CONTRACT STA	RT DATE	:	July 1, 2001							
CURRENT, LATE (including ALL opt		IBLE END DATE : tend)	June 30, 2005							
CURRENT MAXII	MUM LIAE	BILITY:	113,522,890)						
LATEST POSSIB		DATE <u>WITH</u> PROPOSED AME tend)	ENDMENT:	December 31, 2005						
TOTAL MAXIMUI		VITH PROPOSED AMENDME tend)	ENT:	\$132,138,890.00						
APPROVAL CRIT	ΓERIA :	use of Non-Competit	ive Negotiati	on is in the best interest of the	state					
		only one uniquely qu	ialified servi	ce provider able to provide the	service					
ADDITIONAL REQUIRED REQUEST DETAILS BELOW (address each item immediately following the requirement text)										
(1) description of the proposed additional service and amendment effects :										
This amendment liability to cover c	This amendment would allow an extension of six (6) months to the term of the contract and increase the amount of the maximum liability to cover costs through an increased per diem.									
(2) explanation of need for the proposed amendment :										

The current contract expires June 30, 2005. The proposed amendment would extend the contract through December 31, 2005 and increase the State's maximum liability accordingly. The amendment is necessary to provide continuity of required medical services beyond June 30, 2005.							
(3) name and address of the proposed contractor's principal owner(s): (not required if proposed contractor is a state education institution)							
CMS is a wholly owned subsidiary of Spectrum Health Services, 12647 Olive Blvd., St. Louis, Missouri 63141							
(4) documentation of OIR endorsement of the Non-Competitive procurement request : (required only if the subject service involves information technology)							
select one: Documentation Not Applicable to this Request Documentation Attached to this Request							
(5) documentation of Department of Personnel endorsement of the Non-Competitive procurement request : (required only if the subject service involves training for state employees)							
select one: Documentation Not Applicable to this Request Documentation Attached to this Request							
6) description of procuring agency efforts to identify reasonable, competitive, procurement alternatives rather than to use non-competitive negotiation :	e						
Procuring the existing contract was a long and complex process. The department is not positioned to procure a replacement contract the time available. The department does not intend to extend the contract beyond December 31, 2005. The formal competitive procurement process of these services is now in its final steps and commencement of the new contact will be not later than January 2006.							
(7) justification of why the F&A Commissioner should approve a Non-Competitive Amendment :							
The non-competitive amendment is justified because the department's current health services provider needs to continue to provide these services to ensure continuity of inmate healthcare. Furthermore, it would not be in the best interest of the State to transition to another provider for only six months, nor is the State in a position to take over health care services for inmates for this six month period.							
AGENCY HEAD REQUEST SIGNATURE: (must be signed by the ACTUAL procuring agency head as detailed on the Signature Certification on file with OCR — signature by an authorized signatory will be accepted only in documented exigent circumstances) SIGNATURE DATE:							
GOTATOTE PATE							

AMENDMENT EIGHT TO CONTRACT FA-02-14548-00 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- Delete Section C.1 in its entirety and insert the following in its place:
 - C.1. Contract Term. This Contract shall be effective for the period commencing on July 1, 2001, and ending on December 31, 2005. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 2. Delete Section D.1 in its entirety and insert the following in its place:
 - D.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ONE HUNDRED THIRTY TWO MILLION ONE HUNDRED THIRTY EIGHT THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$132,138,890.000). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 3. Delete Section D.3 in its entirety and insert the following in its place:
 - D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

	Blended Rate
Period	<u>Per Inmate Per Day</u>
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31,2001	\$3.657
January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 – May 31, 2003	\$3.782
June 1, 2003 - December 31, 2003	\$3.574
January 1, 2004 - December 31, 2004	\$3.68 1
January 1, 2005 – June 30, 2005	\$4.420
July 1, 2005 – December 31, 2005	\$4.690

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

Should this contract be terminated for convenience in accordance with Section E.3., the State shall reimburse the Contractor a prorated amount of the cost of obtaining the performance bond. Cost of the bond is \$______.

- 4. Delete Section E.3 in its entirety and insert the following in its place:
 - E.3. <u>Termination for Convenience</u>. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a Breach of Contract by the State. The State shall give the Contractor at least **sixty (60) days** written notice before the effective termination date.
 - E.3.a. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered.
 - E.3.b. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

IN WITNESS WHEREOF: CORRECTIONAL MEDICAL SERVICES, INC.:	
Richard H. Miles, President	Date
DEPARTMENT OF CORRECTION:	
Quenton I. White, Commissioner	Date
APPROVED:	
DEPARTMENT OF FINANCE AND ADMINISTRATION:	·
M. D. Goetz, Jr., Commissioner	Date
COMPTROLLER OF THE TREASURY:	
John G. Morgan, Comptroller of the Treasury	Date

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DIRECTOR OF ACCOUNTS

AMENDMENT SEVEN TO CONTRACT FA-02-14548-00 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section A.17 in its entirety and insert the following in its place:
 - A.17. <u>Hospitalization</u>. The Contractor is responsible for the coordination, provision, and cost of inmate hospitalization. When a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds \$25,000.00, the State will assume the remaining costs of the single hospitalization exceeding \$25,000.00. Cost sharing shall be based on actual costs paid by the Contractor not "charges." The Contractor is responsible for negotiating the lowest rate possible to benefit both the Contractor and the State.
- 2. Delete Section A.17.d. in its entirety and renumber any subsequent sections as necessary.
- 3. Delete Sections A.18 through A.18.d in their entirety and insert the following in their place:
 - A.18. Health Services Transportation and Inmate Security. It is the goal of TDOC to provide most health service needs at the institution where the inmate is assigned and to minimize the cost and use of transportation officers and State vehicles. The TDOC will work with the Contractor as much as possible within security and program need provisions to locate inmates with health service needs at institutions that can readily provide most on-site services. The Contractor shall be responsible for the coordination, provision, and cost of all emergency and non-emergency medical and dental health services transportation that is not provided by the State's Central Transportation system in accordance with Policies 403.01 and 403.02. This includes all ground and air ambulance services. The Contractor shall abide by the TDOC security policies regarding transportation and ensure that officer escort is coordinated with the appropriate TDOC staff.
 - A.18.a. In the absence of an on-site medical professional to evaluate a given inmate's condition, the TDOC shift supervisor or officer in charge shall have the authority to transport the inmate to community medical resources. The Contractor shall be responsible for the cost of the transportation and the medical care provided consistent with the terms of this agreement.
 - A.18.b. When institutional officers are used to transport inmate for off-site services, the number of inmates that may be transported per trip will be at the discretion of the warden at each institution.
- 4. Delete Section A.19 in its entirety and renumber any subsequent sections as necessary.
- 5. Delete Section C.1 in its entirety and insert the following in its place:

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DIRECTOR OF ACCOUNTS

AMENDMENT SIX TO CONTRACT FA-02-14548-00 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

Insert the following as Section A.19 and renumber any subsequent sections as necessary:

A.19. Effective January 1, 2004, charges to the Contractor for off-site security (Section A.17.d) and inmate transportation (Sections A.18.a and A.18.b) shall not exceed twenty-eight thousand nine hundred dollars (\$28,900.00) per month.

Delete Section C.1 in its entirety and insert the following in its place:

- C.1 <u>Contract Term</u>. This Contract shall be effective for the period commencing on July 1, 2001, and ending on December 31, 2004. The State shall have no obligation for services rendered by the Contractor which are not performed within the specified period.
- 3. Delete Section C.2 in its entirety and insert the following in its place:
 - C.2. <u>Term Extension</u>. The State reserves the right to extend this Contract for one additional one-year period, provided that the State notifies the Contractor in writing of its intention to do so at least one hundred twenty (120) days prior to the contract expiration date. An extension of the term of this Contract will be effected through an amendment to the Contract. If the extension of the Contract necessitates additional funding beyond that which was included in the original Contract, the increase in the State's maximum liability will also be effected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.
- 4. Delete Section D.1 in its entirety and insert the following in its place:
 - D.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed ninety-seven million five hundred fifty-two thousand eight hundred ninety dollars (\$97,552,890). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the

State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 5. Add the following as Section D.4 and renumber any subsequent sections as necessary:
 - D.4. Beginning January 15, 2004, the Contractor shall be compensated on a semi-monthly basis. The Contractor shall submit semi-monthly invoices for per-diem charges as of the 15th day and the last day of each month, based upon inmate population data provided by the State. Monthly adjustments for reimbursements and deductions authorized herein, shall be applied to the following month's mid-month payment.

effect.		
IN WITNESS WHEREOF:		
CORRECTIONAL MEDICAL SERVICES:		
Richard H. Miles, President	11/04/03	<u>.</u>
Richard H. Miles, President	Date	
DEPARTMENT OF CORRECTION:		
Thirthe	11/13/03	
Quenton I. White, Commissioner	Date	
APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTRATION	ON:	
M.D. York G. IPW	DEC 19	
M. D. Goetz, Jr., Commissioner	Date	
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COMPTROLLER OF THE TREASURY:		
John G. Morgan	12-22-03	
John G. Morgan, Comptroller of the Treasury	Date	

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DIRECTOR OF ACCOUN

AMENDMENT FIVE TO CONTRACT FA-02-14548-00 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section A.17.e in its entirety and insert the following in its place:
- A.17.e. Privately Managed Facilities. The Contractor shall assume responsibility for the coordination, provision, and cost of inpatient hospitalization of inmates housed at three (3) privately managed facilities after the cost of a single hospitalization for a single inmate from the date and time of admission through the date and time of discharge exceeds \$4,000.00, subject to the stop-loss provision outlined in Section A.17. The privately managed facilities are South Central Correctional Facility, Hardeman County Correctional Facility, and Whiteville Correctional Facility.
- 2. Delete Section D.1 in its entirety and insert the following in its place:
 - D.1 Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed sixty-eight million one hundred ninety-six thousand seven hundred sixteen dollars (\$68,196,716.00). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 3. Delete Section D.3 in its entirety and insert the following in its place:
 - D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

	Blended Rate
<u>Period</u>	Per Inmate Per Day
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31,2001	\$3.657
January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 – May 31, 2003	\$3.782
June 1, 2003 - December 31, 2003	\$3,574
January 1, 2004 - December 31, 2004	\$3.681*
January 1, 2005 - December 31, 2005	\$3.808*

* = Contingent upon contract extension by amendment

Beginning October 16, 2002 and continuing through May 31, 2003, the State will be moving inmates into the Whiteville Correctional Facility. During this transition period only, the inmate population of Whiteville Correctional Facility shall be counted separately and shall not be included in the system-wide count for compensation at the Blended Rate Per Inmate Per Day. Compensation to the Contractor for services provided to inmates confined to the Whiteville Correctional Facility during this period shall be as follows:

<u>Period</u>	Whiteville <u>Per Inmate Per Day</u>
October 16, 2002 – December 31, 2002 January 1, 2003 - May 31, 2003	\$0.6579 \$0.6819
January 1, 2003 - May 31, 2003	φοισσων

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

IN WITNESS WHEREOF: CORRECTIONAL MEDICAL SERVICES: Lacked May 2-21-03 Richard H. Miles, President Date DEPARTMENT OF CORRECTION: Quenton I. White, Commissioner Date APPROVED: DEPARTMENT OF FINANCE AND ADMINISTRATION: M. D. Goetz, Jr., Commissioner Date COMPTROLLER OF THE TREASURY: John G. Morgan, Comptroller of the Treasury

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	•	State Fiscal	Contact			Is the Contractor a SUBRECIPIENT? (per OMB A-133)						
Name:		rine Posey				Is the Contractor a VENDOR? (per OMB A-133)						Х
Address: Phone:		., Rachel Jackso 000 ext. 3002	on Blag.			Is the Fiscal Year Funding STRICTLY LIMITED?						
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DIRECTOR OF ACCOUNTS

AMENDMENT FOUR TO CONTRACT FA-02-14548-00

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section A.30 in its entirety and insert the following in its place:
 - A.30. <u>Capital Equipment</u>. A single piece of equipment that costs \$1000 or more is considered capital equipment. If the Contractor deems a need for a capital equipment purchase, the Contractor will send a written request and justification to the TDOC Central Office, Health Services Section. Upon approval, in writing, by the State, the Contractor shall purchase the equipment, and the State shall reimburse the Contractor. The State shall retain ownership of all capital equipment purchased in accordance with this section.
- 2. Add the following as Section B.8 and renumber any subsequent sections as necessary:
 - B.8. <u>Equipment Maintenance</u>. The Contractor shall be responsible for preventive maintenance, servicing, and repair of all State-owned equipment used in health services at the facilities listed in Sections A.1.a through A.1.d.

IN WITNESS WHEREOF	
CORRECTIONAL MEDICAL SERVICES:	
Pachad Mul	2-21-03
Richard H. Miles, President	Date
DEPARTMENT OF CORRECTION:	
De Maria	
Quenton I. White, Commissioner	Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

M. D. Marlo A. IPW	MAR 26	
M. D. Goetz, Jr. Commissioner	Date	
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COMPTROLLER OF THE TREASURY:		

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Name:		ne Posey				Is the Contractor a VENDOR? (per OMS A-183)							
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EUTOR OF ACCOUNTS

AMENDMENT THREE TO CONTRACT FA-02-14548-00

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Delete Section A.27.i. in its entirety and insert the following in its place:
 - A.27.i. The Contractor shall provide a pharmacist that shall conduct monthly inspections at DSNF and quarterly inspections at each of the other institutions included in this Contract.

The other terms and conditions of this Contract not amended hereby shall remain in full force and effect.

and effect.		
IN WITNESS WHEREOF:		
CORRECTIONAL MEDICAL SERVICES, INC.:		
-Richard Mul	July 16, 2002	
Richard H. Miles, President	Date	
DEPARTMENT OF CORRECTION:		
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Bonal Campbell, Commissioner	Pate	
		,
APPROVED:		
DEPARTMENT OF FINANCE AND ADMINISTR	ATION:	
C. Warren Neel/MT	AUG 0 1 2002	
C. Warren Neel, Ph.D., Commissioner	Date	nagi ngangan manang pangangan katalog basa na manada i
COMPTROLLER OF THE TREASURY:		
Jan G. Morgan	8/6/62	
John G. Morgan, Comptroller of the Treasury	Date	

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			State Fisca	Contact			Is the Contractor a SUBRECIPIENT? (per OMB A-133)									
Name: Address:			e Posey , Rachel Jac	lass Did	_		Is the Contractor a VENDOR? (per OMB A-133)							⊠.		
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ROF ACCOUNTS

AMENDMENT TWO TO CONTRACT FA-02-14548-00 BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Add the following as Section B.1.h and renumber any subsequent sections as necessary:
 - B.1.h. <u>Psychiatric Unit</u>. Beginning December 10, 2001, the contractor shall provide twenty-four hour per day, seven day per week licensed practical nurse (LPN) coverage for the thirty-two (32) bed inpatient psychiatric unit at Tennessee Prison for Women.
- 2. Delete Section D.1 in its entirety and insert the following in its place:
 - D.1. <u>Maximum Liability</u>. In no event shall the maximum liability of the State under this Contract exceed sixty-seven million ninety-one thousand six hundred eighteen dollars (\$67,091,618.00). The Service Rates in Section D.3 shall constitute the entire compensation due the Contractor for the Service and all of the Contractor's obligations hereunder regardless of the difficulty, materials or equipment required. The Service Rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the Service Rates detailed in Section D.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

- 3. Delete Section D.3 in its entirety and insert the following in its place:
 - D.3. Payment Methodology. The Contractor shall be compensated based on the Unit Rates in a total amount not to exceed the Contract Maximum Liability established in Section D.1. The Contractor shall be compensated based upon the following Unit Rates:

<u>Period</u>	Blended Rate Per Inmate Per Day
July 1, 2001 - December 9, 2001	\$3.623
December 10, 2001 - December 31,2001	\$3.657

January 1, 2002 - December 31, 2002	\$3.664
January 1, 2003 - December 31, 2003	\$3.782
January 1, 2004 - December 31, 2004	\$3.923*
January 1, 2005 - December 31, 2005	\$4.059*

* = Contingent upon contract extension by amendment

The Contractor shall submit invoices for completed work, in form and substance acceptable to the State with all of the necessary supporting documentation, prior to any payment. Payment shall be based on the State's daily (10:30 p.m.) count of inmate population. Each month, the State shall provide information to the Contractor regarding inmate population. The Contractor will use TDOC's information to prepare its monthly invoice to the State. Such invoices shall, at a minimum, include the inmate population data, the rate charged, and the total amount due the Contractor for the period invoiced.

The State shall reimburse the Contractor for certain vaccines, medications, and equipment in accordance with Sections A. 27.a., A.27.b and A.30 of this Contract. The Contractor shall submit documentation, in form and substance acceptable to the State, prior to any reimbursement.

- 4. Delete the "Staffing Plan Format" for Tennessee Prison for Women from the Contractor's Proposal and replace it with the attached "Staffing Plan Format (Amended 12/10/01)" for Tennessee Prison for Women.
- 5. Delete the "Staffing Plan Format" for Lois M. Deberry Special Needs Facility from the Contractor's Proposal and replace it with the attached "Staffing Plan Format" for Lois M. Deberry Special Needs Facility.

IN WITNESS WHEREOF:

CORRECTIONAL MEDICAL SERVICES:

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ATTACHMENT 9.13

STAFFING PLAN FORMAT (Amended 12/10/01)

RFP No. 329.00-001

2. Tennessee Prison for Women (TPW)

Proposer must include all necessary FTE's to provide on-site nursing care, primary care physician services (including PA-C/FNP), OB/Gyn, dentistry, clerical/medical records support, and ancillary health professionals and at least 24 hour, seven day per week RN coverage.

Position	FTE	Hours Per Week
Days	and year of the control of the contr	inualina
Medical Director	0.50	20
OB/GYN	0.30	12
Dentist	0.50	20
Health Services Administrator	1.00	40
Director of Nursing	1.00	40
Physicians Asst. / Nurse Practitioner	1.00	40
Secretary	1.00	40
Appt. Clerk / Med. Asst.	1.00	40
Medical Records Clerk	1.00	· 40
Dental Assistant	0.50	20
RN Charge	1.00	40
RN	1.00	40
LPN	4.40	176
Optometrist **		
Evenings		
RN	2.00	80
LPN	3.40	136
Nights		
RN	1.40	56
LPN	2.80	112
	TOTAL 23.80	952

FTE means full-time equivalent working 40 hours per week. Adequate relief time has been built into our staffing plan to ensure coverage during sick days, holidays and vacations.

Monthly as needed

ATTACHMENT 9.13

STAFFING PLAN FORMAT

RFP No. 329.00-001

12. Lois M. DeBerry Special Needs Facility (DSNF)

Proposer must include all necessary FTE's to provide on-site primary care (not specialty care) physician services and dental services at DSNF.

Розіпон	FIE	Hours Per Week
Medical Director	1.00	40
Primary Care Physician	2.00	80
Dentist	1.00	40
Clinic RN	1.00	40
Dental Hygienist	1.00	40
Optometrist **		·
	TOTAL 6.00	240

FTE means full-time equivalent working 40 hours per week. Adequate relief time has been built into our staffing plan to ensure coverage during sick days, holidays and vacations.

Monthly as needed

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TOR OF ACCOUNTS

AMENDMENT ONE TO CONTRACT FA-02-14548-00

BETWEEN THE STATE OF TENNESSEE DEPARTMENT OF CORRECTION AND CORRECTIONAL MEDICAL SERVICES, INC.

This Contract, by and between the State of Tennessee, Department of Correction, hereinafter referred to as the State, and Correctional Medical Services, Inc., hereinafter referred to as the Contractor, is hereby amended as follows:

- 1. Add the following as Section F.25 and renumber any subsequent sections as necessary:
 - F.25. Employing or subcontracting with non-managerial health professionals and clerical workers that are State employees shall not constitute a violation of the "Conflicts of Interest" provision (Section E.6) hereof by the Contractor. A State employee shall not perform work under this Contract at the same institution at which he or she is employed by the State. A State employee shall only be allowed to work for the Contractor on days they are not scheduled to work at their State job. Such employment shall comply with TDOC Policy #302.14, "Additional Employment."

IN WITNESS WHEREOF:	
CORRECTIONAL MEDICAL SERVICES:	
Richard Mul	
Richard H. Miles, President West	Date
DEPARTMENT OF CORRECTION:	
Donal Campbell John	
Donal Campbell, Commissioner	Date

APPROVED:

DEPARTMENT OF FINANCE AND ADMINISTRATION:

C. Warren Neelfor 3/13/02

COMPTROLLER OF THE TREASURY:

John G. Morgan, Comptroller of the Treasury

Date

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	11	Contrac	tor is		n-c		1	Vent	lor (D)	Number :::		
Correctio	nal Medica	al Services, Inc.		· · · · · · · · · · · · · · · · · · ·			_ 4	131281312				
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		Contract Be	gin Date					Cont	ract E	nd Date		
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Allotmer	nt Code	Cost Center		ect Code	igi ya F u	ind 🥀 🖓	14	'Grant	∱ Gr	ant Code	Subgrant Code	
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2002	\$26	,061,171.00		***************************************							\$26,061,171.00	
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\boxtimes	Contract	or is on STAR	3			State Fiscal Contact						
\boxtimes		Form W-9 On F	ile With	Accounts		Name Catherine Posey Address 3rd Floor, Rachel Jackson Building						
	OR Form W-	9 Attached		ś		Phone 741-1000 ext. 3002						
	Service	Provider Regis	tered witi	h F&A		Procuring Agency Budget Officer Approval Signature						
	Contract	tor is a SUBRE	CIPIENT		VI.A. (18691) (1	······································	nQ	Acceptance of the second secon	mana da	Haba Webb	Wes	
	(as defin	ied by OMB Cir	cular A-1	33)			40	Deg				
* C	OMPLET	E FOR ALL A	MENDM	ENTS (onl	y) 中华家	(बार्क्स्य) ।		Fundi	າg Cer	lification		
		Base Com Prior Amen		This Ame	,	Pursuant to T.C.A., Section 9-6-113, I, C.Warren Neel, Commissioner of Finance and Administration, do hereby certify that there is a balance in the appropriation from which this obligation is required to be paid that is						
Contrac	t End Date	9	, w. gaz (511 - 1			not otherw	natioi ise en	n from which tr ncumbered to pa	ns oong ay oblig:	ations previous	y incurred.	
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